



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Request for Proposals and Authorize Advertisement for Bids for Security Services for the Lodi Station and Lodi Station Parking Structure

MEETING DATE: May 16, 2007

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve the Request for Proposals and authorize the advertisement for bids for security services at Lodi Station and Lodi Station Parking Structure.

BACKGROUND INFORMATION: This Request for Proposals is for security services for the Lodi Station and Lodi Station Parking Structure. The current security contract is at the end of its term and, in accordance with federal regulations, needs to be re-bid. Currently, the Lodi Station and Lodi Station Parking Structure have security guards on duty 24 hours a day. This Request for Proposals would reduce security services to 7 p.m. to 7 a.m. on weekdays and 24 hours a day on weekends.

These services are paid for utilizing Transit operations funding and, as such, all costs incurred are added to Fixed Route and Dial-A-Ride operating costs and are reflected in cost-per-passenger statistics, which are measured against goals assigned by the San Joaquin Council of Governments as a requirement of Transportation Development Act funding. By reducing the hours and the cost, the impact to the operating costs will be reduced. By reducing the service hours, staff anticipates a minimum savings of \$40,000. The current annual cost is approximately \$112,000.

FISCAL IMPACT: Without re-bidding the service, federal operating funds would be ineligible for use.

FUNDING AVAILABLE: Funding for the Lodi Station and Lodi Station Parking Structure Security Services is from the Transit Fund.

Richard C. Prima, Jr.
Public Works Director

Prepared by Tiffani M. Fink, Transportation Manager

RCP/TMF/pmf

CC: Transportation Manager

APPROVED: _____
Blair King, City Manager

**Request for Proposals
for
Security Services
at
Lodi Station and Lodi Station Parking Structure

City of Lodi, California**

Notice is hereby given that sealed proposals will be received by the Purchasing Officer, Lodi Finance Department, 300 West Pine Street (P.O. Box 3006), Lodi, California, 95240 (95241-1910), until **11 a. m. on Wednesday, June 13, 2007**. At that time, the proposals will be publicly opened and read in the Public Works Conference Room, Lodi City Hall, 221 West Pine Street, and provided to the Public Works Department for evaluation.

Electronic or faxed proposals will not be considered. Each proposal shall be submitted in a sealed envelope plainly marked as follows:

**Proposal: Security Services-
Lodi Station and Lodi Station Parking Structure
City of Lodi
Attn: Purchasing Officer**

Proposals received after 11:00 a.m., June 13, 2007 will be returned to the Proposer unopened.

This Request for Proposals (RFP) is intended to be used to qualify and select a firm to provide contracted security services for Lodi Station located at 22-24 South Sacramento Street, and Lodi Station Parking Structure located at 2 North Sacramento Street in Lodi, California.

Individuals or firms submitting proposals must demonstrate knowledge and experience with providing security guard services.

The City of Lodi reserves the right to accept such proposal as may be deemed most advantageous to the City, the right to waive any informality in a proposal and the further right to reject any and all proposals.

Technical questions regarding this RFP may be directed to Tiffani Fink, Transportation Manager, (209) 333-6800, extension 2678.

Sincerely,

Tiffani M. Fink
Transportation Manager
City of Lodi

**Request for Proposals
for
Security Services
at
Lodi Station and Lodi Station Parking Structure

City of Lodi, California**

I. ADMINISTRATIVE INFORMATION

A. Proposer's Responsibilities

The City of Lodi will receive sealed proposals to qualify and select a firm to provide private security guard services for the City of Lodi at Lodi Station located at 22-24 South Sacramento Street, and Lodi Station Parking Structure located at 2 North Sacramento Street in Lodi, California.

Sealed proposals will be received by the Purchasing Officer, Lodi Finance Department, 300 West Pine Street (P.O. Box 3006), Lodi, California, 95240 (95241-1910), until **11 a. m. on Wednesday, June 13, 2007**. At that time, the proposals will be publicly opened and read in the Public Works Conference Room, Lodi City Hall, 221 West Pine Street, and provided to the Public Works Department for evaluation.

Electronic or faxed proposals will not be considered. Each proposal shall be submitted in a sealed envelope plainly marked as follows:

**Proposal: Security Services -
Lodi Station and Lodi Station Parking Structure
City of Lodi
Attn: Purchasing Officer**

Proposals received after 11:00 a.m., June 13, 2007 will be returned to the Proposer unopened.

Proposer should read and understand the information and instructions for responding to this Request for Proposals.

Proposer shall comply with all Federal, State and local laws, ordinances and regulations, which in any manner affect the contract.

Proposer shall provide satisfactory proof of liability, casualty and worker's compensation insurance in amounts and with coverage satisfactory to protect both Proposer and the City of Lodi from claims, damages or issues by any employee of the vendor or City of Lodi which may arise or damages under any contract awarded as a result of this RFP. Any confidential information, or information

protected by copyright, patent or trademark, included in the proposal submitted by any individual or firm should be clearly noted as such.

Upon evaluation of qualifications and proposals, the City of Lodi may select a firm to provide security guard services as specified in "Specifications – Scope of Work". Upon selection, the City of Lodi may enter into negotiations with service provider for determination of final contract terms and pricing.

Failure to respond to any requirements outlined in this RFP, or failure to enclose copies of the required documents, may disqualify the proposal. Companies declining to submit a proposal in response to this request should so advise the Purchasing Officer, in writing, to preclude the exclusion from future proposal requests.

The City of Lodi reserves the right to reject any or all proposals.

B. Pre-Proposal Conference

No pre-proposal conference is scheduled in conjunction with this RFP.

C. Proposal Format

Proposal shall be submitted bound or in booklet form, computer-generated or typewritten, with the information presented in the following order:

1. Letter of Introduction on company letterhead to include company background, office location and mailing address, telephone and FAX numbers, company principals, Private Patrol Operator (PPO) number, and primary contact(s)
2. Size of staff and their license credentials
3. Description of equipment used in the performance of security service
4. Staff training and certification programs
5. Description of similar services provided along with contact information regarding those contracts
6. A detailed outline of services to be provided
7. Cost of services, per hour
8. A minimum of four (4) references. Reference must include (at a minimum) contract time frame, contact person for contract and telephone number, number of staff on site and type of service performed.
9. Sample of Incident Report which would be provided to the local law enforcement and the Public Works Department
10. Statement of Insurance Coverage
11. Signature page, with State License number
12. Federal Clause Signature Pages

Three (3) copies of the Proposal shall be submitted.

D. Interpretation

If any person contemplating submittal of a proposal is in doubt as to the proposal procedures, such person shall contact the Transportation Manager for clarification. Any interpretation or correction of this RFP will be made only by addendum sent to those who have received this RFP. The City of Lodi will not be responsible for any other explanation or interpretations of the RFP. Any questions received will be responded to in writing via an addendum three (3) working days prior to the Proposal opening date. Questions received after Wednesday, June 6, 2007 will not be addressed.

E. Withdrawal of Proposal

Any Proposer may withdraw a proposal, either personally or by written request, at any time prior to the scheduled closing time for receipt of proposals in response to this RFP. No Proposer may withdraw a proposal after the time and date set for the opening thereof.

F. Multiple Proposals

No person, firm or corporation shall be allowed to file or be interested in submitting multiple proposals for the same work or services.

G. Addenda

Acknowledgement of receipt of any addendum issued during this RFP process shall be indicated in the RFP response and shall be made a part of any contract made between the City of Lodi and the service provider pursuant to this RFP.

H. Opening of Proposals

All proposals, regardless of any irregularities or informalities, will be opened and only the name of the Proposer (individual, firm or corporation) shall be read into the public record at the time and place set forth in the RFP. Late (delivered) proposals will not be accepted.

Proposers or their authorized representatives may be present at the opening of the response to the RFP.

I. Disputes

In case of discrepancy between words and figures, words shall prevail during the evaluation; however, the City reserves the right to construe any proposal according to its true intent where it contains a patent mistake.

J. Evaluation of Proposals

Proposals will be evaluated on content and presentation with emphasis on verifiable experience in providing similar services and on extent of proposed

services. Consideration will also be given to size of staff, training programs, equipment provided, proposed costs and references.

K. Decision to Reject

The City reserves the right to reject any and all proposals for any reason or for no reason, to re-advertise for proposals, or to cancel a proposal listing and elect to perform the project or work itself. The City reserves the right to reject as non-responsive any proposal which is incomplete, modified, unsigned, or illegible or which is not otherwise submitted in accordance with the requirements of this RFP.

L. Scope of Services

Proposer shall be deemed an independent contractor and not an agent, subcontractor or employee of the City. Proposer shall not enter into a subcontract agreement without the City's prior consent. The services required are set forth in Section III: Specifications of this RFP.

M. Invoicing and Verification of Costs

Properly documented invoices for Lodi Station and Lodi Station Parking Structure shall be submitted to:

City of Lodi – Public Works Department
Attention: Transportation Manager
P.O. Box 3006
Lodi, CA 95241-1910

II. SPECIAL CONDITIONS

A. Licensing of Security Services

Service provider shall hold a valid State of California PPO license at the time the proposal is submitted, and if awarded a contract for services subsequent to this RFP, shall ensure that such license remains in effect during the period of the contract.

B. Force Majure

Performance of the required services shall be pursued with due diligence in all requirements hereof; however, neither party shall be liable for any delay or nonperformance due to causes not reasonably within its control. In the event of any delay resulting from such causes, the time for performance and payment hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delays. In the event of any delay or nonperformance caused by such nature, the cause, date of commencement thereof and the anticipated extent of such delay, shall indicate whether it is anticipated that the completion dates would be affected thereby.

C. Records and Audits

Service provider shall maintain accurate and complete records specifically relating to the service provided under the contract. Service provider shall also keep records and books of account showing times and scope of services provided in the performance of the contract. The City shall have the right to inspect and audit the books, records and other items relating to the contract.

D. Scheduling

The Transportation Manager shall provide required service times. In most cases, notice of one (1) week will be given prior to any change for security services.

E. Subcontracting

Should any Proposer contemplate subcontracting any part of the work or services under the contract, it shall submit with its proposal the name of the proposed subcontractor who shall perform any part of the work. It shall be understood that the service provider to whom the contract is awarded shall be fully and solely responsible for the named sub-contractor and for the work done by the sub-contractor in any service contract scheduled by the City of Lodi with the service provider. All applicable terms and conditions arising from the contract will apply to the sub-contractor.

F. Changes

The contract shall not be subcontracted, assigned or transferred without the written consent of the City. No changes or variations of any kind are authorized without a written and signed amendment to the contract. The proposed work or services shall be diligently prosecuted in accordance with the contract.

G. Standard of Performance

1. The service provider shall be required to unconditionally warrant that it shall use sound and professional principles and practices in accordance with the highest degree of skill and care as those observed by national firms of established good reputation, as well as the current normally accepted industry standards, in the performance of services required herein. The performance of the service provider's personnel shall also reflect their best professional knowledge, skill and judgment.
2. If any failure to meet the foregoing warranty appears during the term of the contract, the City may terminate the contract and require the reimbursement of all expenses necessary to replace or restore such services.

H. Indemnity and Insurance

The service provider must provide a certificate of insurance in a form acceptable to the City Risk Manager prior to entering into any contract made pursuant to this

RFP. The service provider shall maintain such insurance as will cover and include the entire obligation assumed in the contract as well as such insurance as will protect the service provider from claims and liability under Workers' Compensation Acts, personal liability, property damage, and all other claims for damages including personal injury and death, which may arise from operations under the contract.

1. Indemnity: Service provider shall defend, indemnify and save harmless the City, its officers, agents, and employees from and against any and all claims, demands, losses, defense, costs or liability which the City, its officers, agents and/or employees may sustain or incur, or which may be imposed upon them for injury to or death of persons, or damage of property to the extent caused as a result of or arising out of the negligent acts, errors or omissions of the service provider during the performance of services under the terms of the contract.
2. Public Liability and Property Damage Insurance:
 - a. During the term of the contract, the service provider will at all times maintain at his expense a policy of commercial general liability insurance provided on ISO-CL form No. CG 00 01 11 85 or 88. Total limits shall be no less than one million dollars (\$1,000,000) per occurrence for all coverage and two million dollars (\$2,000,000) general aggregate. The City and its employees, officers and agents shall be added as additional insureds using ISO additional insured form CG 20 10 11 85. (In no event will the City accept an endorsement with an edition form earlier than 1990.) Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.
 - b. Liability insurance shall contain the following endorsements:
 - i. City, its officers, agents and employees shall be added as an additional insured as respects operations of the named insured performed under the contract with the City as specified above.
 - ii. It shall be agreed that any insurance maintained by the City shall apply in excess of, and not contribute with, insurance provided by the service provider's liability insurance policy.
 - iii. Service provider's liability insurance policy shall not be cancelled or non-reviewed until 30 (thirty) days written notice has first been given to the City.
 - iv. Coverage shall include claims arising out of the service provider's use of owned, hired and non-owned automobiles.
 - v. Liability shall not exclude liability assumed by written contract or agreement.
 - vi. Liability insurance shall include broad form property damage insurance.
 - vii. Prior to commencing services pursuant to the contract, the service provider shall provide certificates indicating the existence of the insurance required by the contract, on insurance certificates executed by a duly-authorized agent of the service provider's insurance provider.

3. Workers Compensation: Service provider shall provide workers' compensation coverage as required by State law, and in signing the contract, makes the following certification: "I am aware of the provision of Section 3700 for the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the contract."

I. Interest of Proposer

At all times the service provider shall be deemed to be an independent contractor and the proposer shall not be authorized to bind the City to contract or other obligation. Under the contract, the service provider shall certify that no one who has or will have any financial interest under the contract is an officer or employee of the City.

J. Entire Contract

The contract between the City and the service provider will constitute the entire contract of the parties hereto and will supersede any previous contract or understanding. The contract may not be modified except in writing and executed by both parties.

K. Governing Law

The laws of the State of California shall govern this RFP process and the contract. All services provided to the City shall comply with all policies, rules and regulations which may be in effect during the term of the contract, as well as all Federal, State and local statutes, ordinances, and regulations; and the venue of any actions disputes, or claims brought there under shall be laid in or transferred to the County of San Joaquin in the State of California.

III. SPECIFICATIONS

- A. Security guards, as required by the City of Lodi at Lodi Station and Lodi Station Parking Structure, are to act in the best interests of the City to protect its patrons, contract employees, facilities, vehicles and guests. The security guards shall be present to monitor persons and activities in and around the facilities to ensure a safe environment for all individuals.

B. Scope of Services for Lodi Station and Lodi Station Parking Structure

1. Security services at the Lodi Station and Lodi Station Parking Structure are as follows:

One (1) guard, 12 hours a day (7:00 p.m. to 7:00 a.m.) on weekdays (Monday - Friday) and 24 hours a day on weekends (7:00 p.m. on Friday until 7:00 a.m. on Monday). The guard is expected to remain onsite during lunch or be relieved by another guard during his or her lunch. At a minimum, guards will perform security sweeps on an hourly basis. The guard shall walk, bike or use

- a motorized cart in the supervision of the two sites. The sites consist of the parking lots and the perimeters of Lodi Station and Lodi Station Parking Structure. The guard shall also monitor persons and their behavior to ensure a safe environment. The service provider shall be responsible to provide the motorized cart (electric or propane only) and ensure proper maintenance, storage and fueling of vehicle should a cart be used. Key and clock or magnetic card system will be required in order to verify the hourly sweeps.
2. The guard will be required to act on behalf of the City of Lodi in an efficient, courteous, and professional manner at all times, to monitor and notify Lodi Police of improper or destructive behavior, and insist that appropriate behavior prevail.
 3. The guard will be required to perform security sweeps of the parking lots and perimeters of the Lodi Station and the Lodi Station Parking Structure. At the conclusion of their shift, the guard going off duty shall ensure the buildings are secure, properly alarmed and provide a list of City vehicles on the premises to the transit dispatcher. The guard will leave a copy of daily report activities in the Transportation Manager's mailbox in the Transit Office.
 4. Guards shall make available, at any time while on duty, their guard cards. Guards shall be expected to present cards to members of the Lodi Police Department or designated City of Lodi employees on demand. Failure to produce a valid guard card shall be grounds for termination of the contract.
 5. All guards must be neat, clean and properly uniformed and have a clear command of the English language. Uniforms shall not be similar to those of the Lodi Police Department. All shirts shall be tucked in.
 6. All guards must be equipped with radios or phones capable of communicating with other guards and their dispatch site. In addition to the radios, guards must have a cellular phone for communication with Lodi Police or other departments/individuals.
 7. Security guards shall arrive at Lodi Station and Lodi Station Parking Structure at scheduled time, properly uniformed, with all necessary equipment to perform job satisfactorily. Additionally, guards shall refrain from socializing with any one group for any period of time unless necessitated as part of their patrol duties. Guards shall refrain from onsite visitors at all times.

C. Required Qualifications:

1. Firm must have a minimum of five (5) years experience.
2. All guards assigned to Lodi Station and the Lodi Station Parking Structure must be bonded and employed by a company holding a valid California Private Patrol Operator license and providing 24-hour dispatch. Additionally, all guards shall be licensed and carry their guard cards with them whenever on premises. At

the request of Lodi Police, guards shall immediately present the guard cards for viewing.

3. All guards must be equipped with radios or phones capable of communicating with other guards who are elsewhere on the site, if applicable, and their dispatch center.
4. Lethal weapons shall be prohibited. Guards carrying batons or chemical agents must have a valid certification from the State of California.
5. The security company must have a good working relationship with local law enforcement agencies.